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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA – HALL OF JUSTICE

ZEEV SHPRINGER, an individual)	Case No.:
Plaintiff,		
v.)	COMPLAINT FOR DAMAGES:
KYLE JOSEPH EWING, an individual;		1. NEGLIGENCE.
and DOES 1 to 25, inclusive,		(DAMAGES EXCEED \$25,000)
Defendant(s).)	

COMES NOW PLAINTIFF AND ALLEGES:

1. Plaintiff ZEEV SHPRINGER, is and at all times mentioned herein, was an individual residing in the County of Los Angeles, in the State of California.
2. Plaintiff, is informed and believes, and thereon allege that Defendant, KYLE JOSEPH EWING, is and at all times mentioned herein, were an individual residing in the County of Ventura, in the State of California.
3. The true names and capacities, whether individual, corporate, associate or otherwise, of Defendant(s) DOES 1 through 25, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names, and Plaintiff will seek

5/4

1 leave of Court to amend this Complaint to show the true names and capacities thereof
2 when the same have been ascertained.

3 4. Plaintiff is informed and believe and thereon allege that each of the Defendants
4 designated herein as a DOE is responsible, negligently or in some other manner, for
5 the events and happenings herein referred to, and thereby proximately caused injuries
6 and damages to the Plaintiff as hereinafter alleged.

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8 5. Defendants at all times mentioned herein were the agents, servants, employees,
9 partners, members, shareholders, officers, directors, joint venturers, and alter egos of
10 each other, and in doing or failing to do the things hereinafter mentioned were acting
11 within the purpose and scope of her agency and employment and with the knowledge
12 and consent of each other.

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14 6. As used herein the term "*Defendants*" means all Defendants, both jointly and
15 severally, and references by name to any named Defendant shall include all
16 Defendants, both individual, corporate and business entities, and both jointly and
17 severally to all.

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19 7. Each and all of the acts, events, circumstances, injuries and damages alleged
20 hereinafter, took place and were sustained on or about December 27, 2018, along
21 Pacific Coast Highway near Pleasant Valley Road in Oxnard, California.

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23 8. Upon information and belief, at all times mentioned herein, Defendant KYLE
24 JOSEPH EWING., and DOES 1 through 25, negligently maintained, repaired,
25 controlled, entrusted, managed, supervised, drove and/or operated motor vehicles,
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1 including but not limited to a motor vehicle, described as a 2001 Honda Accord
2 identified by California license plate number 4NKX319

3 9. At the aforementioned time and place Defendants negligently entrusted, maintained,
4 controlled, managed, drove, manufactured, operated, repaired, distributed, inspected,
5 and repaired said automobile so as to cause them to collide with the Plaintiff and/or
6 the vehicle which was carrying the Plaintiff, thereby causing the hereinafter described
7 injuries and damages to Plaintiff.

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9 10. Defendants knew, or in exercise of reasonable care should have known, such actions
10 and omissions constituted a dangerous and an unreasonable risk of harm of which
11 Plaintiff at all times were unaware of. Defendants negligently failed to take steps to
12 avoid dangerous and an unreasonable risk of harm, thereby causing the hereinafter
13 described injuries and damages to the Plaintiff.

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15 11. As the direct and proximate result of the negligence of the above named Defendants,
16 and each of them, Plaintiff was hurt and injured in Plaintiff's health, strength and
17 activity, sustaining serious injuries to body and severe shock and injuries to the
18 nervous system and person, all of which injuries have caused and continue to cause
19 Plaintiff great mental, physical and nervous pain and suffering, all to the Plaintiff's
20 general damages in an amount in excess of the jurisdictional minimum of this Court.

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22 12. As a further and direct and proximate result of the negligence of the Defendants,
23 Plaintiff was required to and did incur medical and incidental expenses thereby. The
24 exact amount of such expenses is presently unknown to Plaintiff and Plaintiff will
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1 seek leave of Court to amend this Complaint to set forth the exact amount thereof
2 when the same has been ascertained.

3 13. As a further and direct and proximate result of the negligence of the Defendants,
4 Plaintiff's vehicle and property sustained damages and its value diminished. The
5 exact amount of such damages and diminution in value are presently unknown to
6 Plaintiff and Plaintiff will seek leave of Court to amend this complaint to set forth the
7 exact amount thereof when the exact amount thereof has been ascertained.

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9 14. Plaintiff is informed and believes and thereon alleges that, as the direct result and
10 proximate cause of the negligence of the Defendants and each of them, Plaintiff will,
11 for a period to time in the future, be required to employ physicians and incur
12 additional medical and incidental expenses thereby. The exact amount of such
13 expenses is presently unknown to Plaintiff and Plaintiff will seek leave of Court to
14 amend this Complaint to set forth the exact amount thereof when the same has been
15 ascertained.

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18 15. At the time of the above mentioned incident, Plaintiff was gainfully employed.
19 As a further and direct and proximate result of the negligence of the Defendants,
20 Plaintiff was unable to attend to her usual employment and has lost income. The
21 exact amount of such damages is presently unknown to Plaintiff and Plaintiff will
22 seek leave of court to amend this complaint to set forth the exact amount thereof when
23 the same has been ascertained.

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25 16. As a further and direct and proximate result of the negligence of the Defendants,
26 Plaintiff was deprived of the use of her vehicle. The exact amount of such damages is
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1 presently unknown to Plaintiff and Plaintiff will seek leave of Court to amend this
2 Complaint to set forth the exact amount thereof when the same has been ascertained.

3 17. As a further and direct and proximate result of the negligence of the Defendants,
4 Plaintiff was deprived of the enjoyment of her vehicle. The exact amount of such
5 damages is presently unknown to Plaintiff and Plaintiff will seek leave of Court to
6 amend this Complaint to set forth the exact amount thereof when the same has been
7 ascertained.
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9 18. Plaintiff is informed and believes and thereon alleges that as a direct and
10 proximate result of the negligence of the Defendants, and each of them, Plaintiff will,
11 for a period of time in the future, be unable to attend and/or obtain gainful
12 employment or that his ability to obtain gainful employment is diminished and/or his
13 earning capacity has been diminished. The exact amount of such losses is presently
14 unknown to Plaintiff and Plaintiff will seek leave of court to amend this Complaint to
15 set forth the exact amount thereof when the same has been ascertained.
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18 WHEREFORE, Plaintiff pray for judgment against the Defendants, as follows:

- 19 1. For general damages, according to proof;
- 20 2. For medical and incidental expenses according to proof;
- 21 3. For property damage according to proof;
- 22 4. For loss of use of the vehicle according to proof;
- 23 5. For all other special and incidental damages according to proof;
- 24 6. For loss of earning according to proof;
- 25 7. For loss of earning capacity according to proof;
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1 8. For pre-judgment interest according to proof;

2 9. For costs of suit incurred herein;

3 10. For such other and further relief as the Court may deem just and proper.
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7 Dated: September 24, 2020

LAW OFFICES OF KAMYAR R. SHAYAN

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9 By: 

10 Kamyar R. Shayan
11 Attorneys for Plaintiff,
12 ZEEV SHPRINGER, an individual
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